

REQUEST FOR BIDS



To be provided to the

TOWN OF SUPERIOR

Landscape Maintenance and Snow Removal Services

November 3, 2016

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PART 1- REQUEST FOR BIDS

WORK: Landscape Maintenance and Snow Removal Services

SUBMITTAL DATE AND LOCATION:

Date of Request: November 3, 2016

Due Date for Bids: November 29, 2016 by 10:00 A.M.

Submit one copy of the Bid to:
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

MANDATORY PRE-BID MEETING:

Date & Time: November 18, 2016 1:00 P.M.

Location: Superior Town Hall
124 East Coal Creek Drive
Superior, CO 80027

Bidders are required to attend the pre-bid meeting. Bids shall not be accepted from bidders that do not attend.

WORK DESCRIPTION

The Town of Superior requests Bids for:

The maintenance of approximately 630 acres of landscape areas and park facilities and approximately 30 miles of hard-surface and soft-surface trails in the Town of Superior. The work shall consist of maintaining turf and natural grass areas, trees, perennial and shrub beds, irrigation system, as well as snow removal and other property maintenance services as requested.

QUESTIONS

Any questions concerning this Request for Bids shall be directed **IN WRITING ONLY** to the Parks, Recreation and Open Space Management Analyst by November 22, 2016 at 10:00 A.M., FAX: 303-494-2521, or E-MAIL: allisonj@superiorcolorado.gov

Allison James
Parks Recreation and Open Space Management Analyst

PUBLICATION DATE: November 3, 2016

PUBLISHED IN: Rocky Mountain E-Purchasing System

PART 2 - INSTRUCTIONS TO BIDDERS

- 2.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the work specified in the Request for Bids for the compensation specified.
- 2.2 Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
- 2.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.
- 2.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 2.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
- 2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 2.9 The following information shall be submitted with the Bid:
 - 2.9.1. The names and resumes of staff personnel who will be assigned to the work.

- 2.9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.
- 2.9.3 The names and addresses of any subcontractors who will be retained for the work.
- 2.9.4 A list of the Bidder's previous experience on construction of similar projects.
- 2.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
- 2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
- 2.12. The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 2.13. The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 2.14. No Bid shall include federal excise taxes or state or local sales or use taxes.
- 2.15. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- 2.16. The Bid, including all required documents, shall be submitted using the enclosed forms. The Summary and Bid Schedule shall be used for submitting the fees, and the completed forms

shall be submitted in a separate sealed envelope. The Bidder shall also include with the Bid Schedule a breakdown of tasks that shows name, position, hours, and costs for each task.

- 2.17. Copies of the Contract Documents are available at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027.
- 2.18. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
- 2.19. Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 2.20. Each Bid shall include a statement of standard warranty of the manufacturer.
- 2.21. The Town requires a Bid Bond in the form of a corporate surety bond in the amount of five percent of the total Bid amount before the Town can accept and consider any Bid. Bids with the required bid bond shall be filed at office of the Town Engineer, 124 E. Coal Creek Drive, Superior, CO 80027, with the fee schedule, bid schedule, and bid summary in a separate sealed envelope. Upon award, such bid bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the bid bond will be returned upon receipt of the required payment and performance bond, in the full amount of the contract price.
- 2.22. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of 60 days after the deadline for Bids.

PART 3 – SERVICES DESCRIPTION

- 3.1 The services and materials reasonably necessary to be provided are detailed in the Bid Specifications and Schedule below, which refer to the attached Maps.
- 3.2 The Town's irrigation system utilizes re-use water. The Town's irrigation system is programmed via Toro Sentinel Water Management System. The Town has 19 park facilities comprising over 200 acres of irrigated area and 61 controllers.
- 3.3 The Contractor will have access to the 20,000 square foot fenced staging yard at 2125 Honey Creek Lane in Superior for equipment and supplies used to provide services to the Town.
- 3.4 Payment for work shall be monthly, based on the percentage of work performed during the previous month – see 2017 Payment Schedule below. Unit costs are to be identified in the event additional work is completed at the request of the Town – see All Classes Unit Prices below.
- 3.5 Site Supervisor shall be in daily contact regarding operations and issues with Town. The Contractor's Branch Manager will be required to attend a weekly meeting with Town, as well as an occasional Board Meeting, Planning Commission Meeting, and Community Meetings as needed.
- 3.6 The Contractor may be required to attend permit-related regulatory meetings to include but not limited to Regulation 84. The Contractor shall be required to comply with permits and regulatory agencies that apply to the Town.
- 3.7 The Contractor's staff is required to wear uniforms with company logo during work in Town. Contractor's staff shall wear safety vests when performing work on or near streets.

A. BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days of the due date. The undersigned also agrees to make delivery, or render service, within ten (10) days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

Name of Bidder: _____

Address: _____

Telephone Number: _____

BID SUMMARY

Total Base Price:

\$ _____

(in words)

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2016, by _____, as
_____ of _____.

My commission expires:

(S E A L)

Notary Public

B. BID SPECIFICATIONS AND SCHEDULE

GENERAL

The general scope of services is the maintenance of approximately 630 acres of landscaped areas and park facilities, and approximately 30 miles of hard-surface and soft-surface trails located in the Town of Superior. Duties shall consist of maintaining turf and natural grass areas, trees, perennial flower and shrub beds, irrigation system, as well as snow removal and other property maintenance services as requested in the following information. The Town utilizes the Toro Sentinel Central Control irrigation system. Landscape Maintenance Specifications are billed according to "Class" and all Town areas are distinguished by Class in the attached "Class Map Designation." All applicable maps for this project are included at the end of the Scope of Services.

STANDARD SERVICE FOR ALL CLASSES

All Class areas shall be maintained to the following minimum Standard Service and any maintenance exceptions for each Class shall be found following this section in "Class Specific Variances."

Reporting, Monitoring and Notification

- **Scheduled Chemical Applications**

- Written notification to the Town shall occur one week prior to chemical applications, 30-34 times per year and include location, product and performance date.
- Reporting of completed spray work and record of undiluted chemical usage shall be included in Contractor's weekly report.

- **Irrigation System**

- Weekly monitoring and weekly written report shall occur for irrigation systems April 15 – October 15 (26 times) and shall include observations and adjustment recommendations.
- Written report shall specify irrigation areas checked and problems found throughout the week.
- Proposals shall be submitted to Town addressing any extensive irrigation repairs required over \$500.
- Irrigation repairs shall be billed on a Time & Material basis according to Unit Pricing established in this agreement. Billing shall identify materials utilized, class, clock and zone numbers.
- Irrigation system programming needs shall be provided by the Contractor to the Town so adjustments can be made in the centralized system.
- The Town shall be responsible to make all adjustments in the system.

- **Plant Moisture Monitoring**

- Irrigation and water requirements for all plants including trees shall be monitored weekly from April 15 – October 15 (26 times).
- Tree winter irrigation and water requirements shall be monitored bi-weekly from October 16 – April 14 (13 times) to determine moisture levels and shall be billed at contracted Labor and Materials basis.

- **Storm, Accident, Graffiti and Vandalism Damage**

- Landscaping materials which become damaged or displaced because of rain, windstorms, or vehicular traffic accidents shall be reported and corrected as directed by the Town. The Contractor shall immediately inspect the work areas for safety

considerations following heavy storms for damaged or displaced landscape materials.

- Contractor shall notify Town of all visible graffiti and vandalism on the same day as discovered for further investigation.
- Upon observing any storm damage, accident, graffiti and vandalism or displacement that affects public safety or typical landscape aesthetics or amenities, Contractor shall immediately notify the Town, and document the occurrence in the weekly report.

Turf Care

- **Mowing** turf areas shall be weekly or as required April 15 – October 15, weather permitting (26 times).
- **Clipping Removal** generated from mowing shall not be removed unless considered unsightly or upon direction from Town.
- **Edging of Hardscape** shall be performed every other week from April 15 – October 15 (12 times), weather permitting with a steel blade mechanical device.
- **Edging Adjacent to Shrub and Ground Cover** areas shall be maintained with string trimmers and/or chemical abatement performed every other week, from April 15 – October 15 (12 times), weather permitting.
- **Fertilization** of turf areas shall be performed a minimum of 1 time between April 15 – October 15 and shall apply a minimum of 10 pounds of nitrogen per 1,000 ft² over the course of the season. Town shall approve selected fertilizer prior to application and if Town is not satisfied with the turf color, additional fertilization shall be provided at no additional cost.
- **Turf Weed Control** shall be performed as needed by various methods. A pre-emergent treatment shall be performed by the Contractor in coordination with the Town in April. Post-emergent chemical applications and treatment for grassy weeds shall be employed April 15 - October 15.
- **Core Aeration** 1 spring and 1 fall shall be performed.

Native Care

- **Native Mowing** consists of a 6'- 8' pass along either side of soft trails & sidewalks, open space side of fence lines and a complete mowing of fence line to sidewalk as shown on the *Town of Superior Landscape Trail and Fence Mowing* map dated October 2016. This mowing shall be performed 2 times per year, May - October. Complete mowing of open space areas is not included within this contract.
- **Native Edging** along sidewalks in native areas with a steel-bladed mechanical device shall occur 4 times per year as needed April 15 – October 15.

Plant Care

- **Tree and Shrub Pruning**, 1 dormant pruning in the fall and pruning up to 4 times April – September. All trees shall be safety pruned up to 8' in height as needed. Plant material larger than fifteen feet requires special equipment and is not included in this agreement.
- **Plant Weed Control** shall be performed weekly April 15 – October 15, weather permitting (26 times) by hand and pre-emergent and post-emergent treatments.
- **Fertilization of Trees and Shrubs** shall occur in the late spring through the use of a broadcast application of slow release fertilizer.
- **Tree Wrapping** shall typically be applied in the fall to shade trees less than 4" caliper that are susceptible to sunscald.
- **Insect and Disease Control** for trees up to 15' and shrubs through the use of 2 general applications and spot treatments are included in this agreement. Additional applications

required for a specific pest shall be recommended and a proposal shall be submitted to the Town for approval.

- **Ornamental Grass** cutback each spring no later than March 15th. Cutback may be required earlier due to snow damage.

Flower Care

- **Maintenance of Flower Beds**, approximately 4,000 square feet of beds shall be weeded and deadheaded each week and a slow release fertilizer shall be applied 1 time April 15 – October 15. Contractor agrees to provide flower insect and disease control spot treatments upon request of Town and shall be billed at contracted Labor and Materials basis.
- **Perennial Flowers** shall be cut-back 1 time in the fall.
- **Maintenance of Wildflower Beds Bordering Turf** shall occur 15 times April 15 – October 15. Town shall provide wildflower seed and Contractor shall overseed beds in the spring at one-half (½) the standard planting rate and beds shall be fertilized 1 time and all wildflowers shall be cut down in the fall. Substantial bare areas in the beds shall be overseeded as needed.
- **Maintenance of Wildflower Beds Bordering Native** shall be weeded 7 times. All wildflowers shall be cut down in the fall. Town shall provide wildflower seed and Contractor shall overseed beds in the spring at one-half (½) the standard planting rate. Substantial bare areas in the beds shall be overseeded as needed.
- **Annual Flower** installation is not included in this landscape maintenance contract and shall be under a separate contract. Design of bed areas and material and labor costs for bed prep, installation, any irrigation modification required. Contractor shall remove annual plant material in flower beds in October.

Irrigation Systems

- **Activation of System** shall occur in March/April on Town approval. A proposal shall be submitted to Town addressing any extensive repairs required over \$500. Upon activation, the system shall be programmed for spring conditions by the Town.
- **Winterization** where the system shall have forced air injected into the lines shall occur in October/November, contingent on weather conditions. Start date for winterization shall be approved by Town.

Debris and Litter Removal

- **Landscaped areas** shall have trash and debris removal on a weekly basis (52 times) and shall occur prior to mowing. Debris and litter shall be disposed of in off-site dumpster facilities provided by the Contractor.
- **Native, Open-space and Wetland areas** shall have trash and debris removal performed 1 time per month (12 times).
- **Trashcans and Pet Pick-Up Dispensers** shall be emptied and liners replaced 2 times per week year-round (104 times). Cost of liners for trashcans and biodegradable liners is included within this agreement; Town shall supply Pet Pick-up Dispenser liners.
- **Sidewalks and curbs** shall be kept clean with the use of mechanical blowers, after each mowing.

Miscellaneous Services

- **Trail Weed Control** consists of labor and materials required to perform this service on all soft trails 5 times as needed April 15 – October 15. This includes 1 pre-emergent treatment and 4 post-emergent treatments.
- **Dumpster Enclosures** at North and South Pools shall be cleaned of debris, inspected and slats repaired if required 1 time per month.
- **Emergency On-Call Service**, Contractor agrees to provide upon request of Town and shall be billed at contracted Labor and Materials basis. One hour response time is required.

Standard Service for All Classes

Task	Frequency	Note	Unit Cost
Reporting, Monitoring and Notifications			
Scheduled Chemical Applications	30-34	Written Reporting	
Irrigation System	26	Monitoring and Written Report Weekly, April 15 – October 15	
Plant Moisture Monitoring	39	Monitoring plants and trees weekly (26 times) April 15 – October 15, trees only biweekly October 16 – April 14 (13 times)	
Storm, Accident, Graffiti and Vandalism Damage	As Needed	Notification	
Turf Care			
Mowing	26	Weekly or as required, April 15- October 15	
Clipping Removal	As Needed	When unsightly or as directed by Town.	
Edging Hardscape	12	Every other week April 15 – October 15	
Edging Adjacent to Shrub and Ground Cover	12	String trimming and chemical abatement every other week April 15 – October 15	
Fertilization	1	April 15 – October 15	
Turf Weed Control	See Note	1 pre-emergent, post-emergent applications as needed April 15 – October 15	
Core Aeration	2	1 Spring and 1 Fall	
Native Care			
Native Mowing	2	As needed, May – October	
Native Edging	4	As needed, April 15 – October 15	

Plant Care			
Tree and Shrub Pruning	5	1 dormant pruning in the fall and 4 times April – September as needed	
Plant Weed Control	26	Weekly April 15 – October 15	
Fertilization of Trees and Shrubs	1	Late spring	
Tree Wrapping	1	Fall	
Insect and Disease Control	2 + Spot Treatments	2 general applications and spot treat as needed	
Ornamental Grass	1	Cutback , before March 15, or earlier due to snow damage	
Flower Care			
Maintenance of Flower Beds	See Note	weed and deadhead weekly, 1 fertilization during April 15 – October 15, cut-back early fall	
Perennial Flower Beds	1	1 fall cutback	
Maintenance of Wildflower Beds Bordering Turf	See Note and description	15 weedings, 1 seeding, ongoing spot overseeding and 1 fertilization, April 15 – October 15, fall cut-down	
Maintenance of Wildflower Beds Bordering Native	See Note and description	7 weeding, 1 seeding, ongoing spot overseeding and 1 fertilization April 15 – October 15, fall cut-down	
Annual Flower	1	1 removal of annual plant material in flower beds in October	
Irrigation Systems			
Activation of System	1	March/April, proposals for extensive repairs over \$500	
Winterization	1	October/November	
Debris and Litter Removal			
Landscaped Areas	52	Weekly	

Native, Open Space, Wetland Areas	12	Monthly	
Trashcans and Pet Pick-up Dispensers	104	Empty and replace liners twice a week, trashcan and biodegradable liners for recyclable containers are included in this agreement, Pet Pick-up liners shall be provided by Town	
Sidewalks and Curbs	After Mowing		
Miscellaneous Services			
Trail Weed Control	5	1 pre-emergent and 4 post-emergent, April 15 – October 15	
Dumpster Enclosures	12	Monthly	

CLASS SPECIFIC VARIANCES

Class 1

- **Trashcans** at bus stops (10) emptied and relined 2 times per week (104 times).
- **Cattail cutting on the West Side of Coal Creek Bridge** shall be cut down 1 time each year.
- **Cattail cutting on the West Side of Rock Creek Parkway** between Coal Creek & 88th Street shall be cut down 1 time each year.

Class 2

- **Depot Street Mowing** shall be performed 4 times per year as needed April 15 – October 15.
- **Trashcans and Pet Pick-Up Dispensers** at Community Park, North and South Pools, playgrounds and the Basketball Park from March 15th – October 31st shall be emptied and liners replaced 3 times Monday – Friday, 1 time Saturday and 1 time Sunday afternoons (165 times). Additional services may be required for special events or tournaments on an as needed basis.
- **Trashcans and Pet Pick-Up Dispensers** at Community Park, playgrounds and the Basketball Park, from November 1st – March 14th, shall be emptied 3 days per week (57 times).
- **Turf Mowing** shall occur more frequently, up to 30 times per year from April 15 – October 15 for parks used for organized sports practices or play. Mow heights are to be adjusted for use considerations as determined by Town.
- **Aeration of Community Park Fields and Dog Park** shall be aerated 4 times per year, specifically 3 core aerations and 1 deep tine aeration.
- **Fertilization of Community Park Fields** shall be 4 times per year using a traditional type fertilizer approved by the Town.
- **Fertilization of Dog Park** shall be 4 times per year using an organic fertilizer.
- **Community Park Playgrounds**, pea gravel shall be swept back into playground on a weekly basis year round (52 times).

- **Cemetery Mowing** of native grass in the 1.55 acre historic Superior Cemetery up to 3 times per year. Dates of mowing operations shall be determined by Town.
- **Cattail cutting** in the detention area northeast of the parking lot at Community Park 2 times each year or as requested by Town.

Class 3

- **Turf Care and Irrigation** is not included.
- **Cattail Cutting** shall be performed 1 time annually at ponds 1, 2 and 8.

Open Space

- **Trash Cans and Pet Pick-up Dispensers** shall be emptied and liners replaced 1 time per week year-round (52 times).
- **Native Mowing** along trails 4 times per year.

Class 5

- **Fertilization of Kupfner Fields** shall be fertilized 4 times per year using a traditional type fertilizer approved and scheduled by the Town.
- **Aeration of Kupfner Fields** shall be aerated 4 times per year (3 Core & 1 Deep Tine) and scheduled by Town.
- **Aeration of Founders Park** shall be aerated with 2 core aerations, 1 spring and 1 fall.
- **Insect and Disease Control** Applications shall be recommended and a proposal shall be submitted for approval by the Town.
- **Native Mowing** shall occur 3 times April 15 – October 15 at the McCaslin/Hwy 36 Interchange.
- **Detention Pond** inlets and outlets shall be cleaned out monthly as a part of this agreement.

Class Specific Variances

Task	Frequency	Note	Unit Cost
Class 1			
Trash Cans	104	10 bus stop trash cans emptied and relined 2 times per week	
Cattail Cutting - West Side of Coal Creek Bridge	1		
Cattail Cutting - West Side Coal Creek Pkwy	1		
Class 2			
Depot Street Mowing	4	April 15 – October 15	
Trashcans and Pet Pick-Up Dispensers	165	Emptied and relined 5 times per week at Community Park, North and South Pools, Playgrounds and the Basketball Park from March 15 – October 31	
Trashcans and Pet Pick-Up Dispensers	57	Emptied and relined 3 times per week Community Park, North and South Pools, Playgrounds, Basketball Park,	

		November 1 – March 14	
Turf Mowing	30	Parks used for organized sports practices or play from April 15 – October 15	
Aeration Community Park Fields and Dog Park	4	3 core, 1 deep tine	
Fertilization of Community Park Fields	4	Traditional fertilizer	
Fertilization of Dog Park	4	Organic fertilizer	
Community Park Playgrounds	52	Sweep pea gravel weekly	
Cemetery Mowing	3		
Cattail Cutting	2	Or as requested. Detention area Northeast of the Parking Lot at Community Park	
Class 3			
Turf Care and Irrigation	Not Included		
Cattail Cutting	1	Ponds 1, 2, 8	
Open Space			
Trash Cans and Pet Pick-up Dispensers	52	Emptied and relined 1 time a week year round	
Native Mowing	4	Along trails	
Trail Weed Control	5	Parking area, trailhead and all soft trails 1 pre-emergent and 1 post-emergent, April 15 – October 15	
Class 5			
Fertilization of Kupfner Fields	4	Traditional fertilizer	
Aeration of Kupfner Fields	4	3 core, 1 deep tine	
Aeration of Founders Park	4	2 core, 1 spring and 1 fall	
Insect and Disease Control	Not Included		
Native Mowing	3	McCaslin/Hwy 36 Interchange, April 15 – October 15	
Detention Ponds	12	Cleaning inlets and outlets	

SNOW REMOVAL
Time and Material

Contractor agrees to provide snow removal services in Superior. Services will begin on January 1, 2017 and end December 31, 2017. Town shall notify Contractor in writing if Town desires Contractor to perform any services inconsistent or in addition to the specifications agreed upon within this agreement. Contractor shall only be responsible for such additional services if accepted in writing by the Town. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.

Contractor shall communicate with Town of Superior representative during snow events and respond to site when snow levels reach approximately 1 inch in depth. Snowfall depth shall be determined by an independent service providing local meteorology reports from numerous locations. Reported depths from areas nearest snow site shall be used.

Snow clearing shall be performed as indicated on the *Sidewalk and Trails Snow Map* dated October 2016. Contractor shall move snow that accumulates on Primary Sidewalks and Trails (and handicap access to these) and Secondary areas as directed by Town. Snow shall be piled in areas so as not to unreasonably impede normal pedestrian traffic. Upon completion of snow plowing, Contractor shall apply a spot application of natural chloride product on Primary Sidewalks and Trails adjacent to schools and follow-up spot applications as required for icy areas, only when icy conditions exist.

The following hourly and material rates shall apply for the 2017 snow clearing season:

- | | |
|--|-------------------|
| • Truck with Plow | \$ _____ man-hour |
| • Hand Shoveling | \$ _____ man-hour |
| • Ice Melt applied | \$ _____ man-hour |
| • ATV with Plow | \$ _____ man-hour |
| • Skidster | \$ _____ man-hour |
| • Front End Loader | \$ _____ man-hour |
| • Walk-behind Snow Blower | \$ _____ man-hour |
| • Labor for Salt/Sand Removal from Curblines & Sidewalks | \$ _____ man-hour |
| • Labor for Ice Melt Removal from Sidewalks & Trails | \$ _____ man-hour |

Snow clearing on Thanksgiving, Christmas and New Year's Day shall be charged as follows:

- _____

Contractor shall submit invoices for snow clearing services on a per snowfall basis.

ALL CLASSES UNIT PRICES

The following prices are the basis for additional work above and beyond the base contract. The value of such changes shall be determined by the quantities involved for each project. All unit prices for each of the items listed shall include its pro rata share of profits, taxes and overhead. Prices shall include removal and installed cost unless noted as material only. Unit prices provided shall reflect materials currently used at Town of Superior. Prices shall be enforced throughout 2017 and may be revised at the end of each year.

LABOR RATES

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE
LANDSCAPE MAINTENANCE SUPERVISOR	1	HR	
LANDSCAPE MAINTENANCE FOREMAN	1	HR	
LANDSCAPE MAINTENANCE LABORER	1	HR	
IRRIGATION TECHNICIAN	1	HR	
IRRIGATION LABORER	1	HR	
SPRAY RIG OPERATOR & LABORER	1	HR	
BACKPACK SPRAY WITH RODEO	1	HR	
LANDSCAPE INSTALLATION SUPERVISOR	1	HR	
LANDSCAPE INSTALLATION FOREMAN	1	HR	
LANDSCAPE INSTALLATION LABORER	1	HR	
EXTRA MOWING WITH STANDARD MOWER	1	HR	
USE OF GATOR OR ATV FOR WORK OUTSIDE CONTRACT	1	HR	
MECHANICAL WEED CONTROL	1	HR	
SKIDSTEER WITH OPERATOR	1	HR	
SKIDSTEER W/ OPERATOR + ADDNL LABORER	1	HR	
WRAP TREES (INCLUDES MATERIAL)	1	EA	
WINTER WATER-			
2 TEAM MEMBERS & EQUIPMENT	1	HR	
1 TEAM MEMBER & EQUIPMENT	1	HR	

LANDSCAPE MATERIAL

ITEM DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SOIL PREP COMPOST 3CY/MSF		1	SF	
FINE GRADE		1	SF	
RED CEDAR WOOD MULCH 3" DEEP		1	SF	
COBBLE ROCK MULCH	4-8"	1	SF	
GRAVEL ROCK MULCH 3" DEEP	.75" or 1.5"	1	SF	
COLORADO ROSE GRANITE	3/4"	1	SF	
COLORADO ROSE GRANITE	1.5"	1	SF	
WEED BARRIER FABRIC		1	SF	
DURA STEEL EDGER 1/8"	4"	1	LF	

STEEL EDGER GALVANIZED W/CAP	4"	1	LF	
<u>SOD INSTALLATION</u>				
SOD REMOVAL		1	SF	
DUMP FEE		1	SF	
FESCUE SOD NO SOIL PREP		1	SF	
SOD REMOVAL		1	SF	
DUMP FEE		1	SF	
BLUEGRASS SOD NO SOIL PREP		1	SF	
<u>SEEDING</u>				
NATIVE TURFGRASS SEEDING NO SOIL PREP		1	SF	
NATIVE BLEND SEEDING NO SOIL PREP		1	SF	
WILDFLOWER SEEDING NO SOIL PREP		1	SF	
MULCH REMOVAL 2-3" DEEP		1	SF	
EQUIPMENT		1	SF	
DUMP FEE		1	SF	
EMPTY PEDESTRIAN TRASH RECEPTACLE		1	EA	
SILT FENCE MATERIAL ONLY		1	LF	
TREATED TIMBERS MATERIAL ONLY	6"x6"x8'	1	EA	
STANDARD DUMP FEE		1	CY	

IRRIGATION – MATERIALS & LABOR INCLUDED

PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SLEEVE PRICES				
BORE SLEEVING				
CL 160 PVC PIPE	2"	1	LF	
CL 160 PVC PIPE	4"	1	LF	
SLEEVING PRIOR TO PAVEMENT				
CL 160 PVC PIPE	2"	150	LF	
CL 160 PVC PIPE	4"	150	LF	
CL 160 PVC PIPE	6"	150	LF	
MOBILIZATION		1	DAY	
CLEAN-UP		1	DAY	
<u>FITTINGS</u>				
PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
SCH 40 ELBOW GASKET	4"	1	EA	
SCH 40 45	4"	1	EA	

SCH 40 TEE	4"	1	EA	
REDUCE COUPLING	4" x 3"	1	EA	
SERVICE TEE	4x4x2"	1	EA	
SERVICE TEE	4x4x1.5"	1	EA	
QUICK COUPLER VALVE	1"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	
BRASS GATE VALVES THREADED	4"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	
BRASS GATE VALVES	3"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	
BRASS GATE VALVES THREADED	2.5"	1	EA	
10" ROUND BOX		1	EA	
ASSEMBLY		1	EA	
RB PESB CONTROL VALVES	2"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	
RB PESB CONTROL VALVES	1.5"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	
RB PESB CONTROL VALVES	1"	1	EA	
12" STANDARD BOX		1	EA	
ASSEMBLY		1	EA	
RB PEB/PGA SOLENOID		1	EA	
<u>ROTORS</u>				
HUNTER I-20 SS CV NON-POT ASSEMBLY		1	EA	
HUNTER I-25 SS CV NON-POT ASSEMBLY		1	EA	
HUNTER I-40 SS CV NON-POT ASSEMBLY		1	EA	
HUNTER PGA 12"		1	EA	
RAINBIRD 8005 SS NON-POT		1	EA	
<u>POP-UPS</u>				
RB 1812 SAM PRS WITH NOZZLES		1	EA	
RB 1806 SAM PRS WITH NOZZLES		1	EA	
RB 1804 SAM PRS WITH NOZZLES		1	EA	
RB 1800NP PURPLE CAP		1	EA	
DRIP POLY LINE		100	LF	
EMITTERS & LINE	1/4"	1	FT	

DRIP BLOW VALVE 6" ROUND W/COVER		1	EA	
WIRE INSTALLED WITH MAINLINE	14GA	1	LF	
WIRE INSTALLED WITH MAINLINE	12GA	1	LF	

IRRIGATION PRICING FOR REPAIR WORK

MATERIAL ONLY – EXCLUDES LABOR

PART DESCRIPTION	SIZE	QTY	UNIT	UNIT PRICE
ADAPTER-PVC	1-1/2" M x S	1	EA	
ADAPTER-PVC	2" M x S	1	EA	
ADAPTER-PVC	2-1/2" Male	1	EA	
BALL VALVE -SCH 40	2" S X S	1	EA	
BUSHING	1" X 3/4" M X F	1	EA	
BUSHING	1-1/2" 1" SP X S	1	EA	
BUSHING	1-1/4" X 1" SP X S	1	EA	
BUSHING	1-1/4" X 1-1/2" SP X S	1	EA	
BUSHING	1-1/2" X 2" SP X S	1	EA	
BUSHING	1" X 2" SP X S	1	EA	
BUSHING	2" X 3" SP X S	1	EA	
COUPLER INSERT	Funny	1	EA	
COUPLER INSERT	3/4"	1	EA	
COUPLER - PVC	1" Slip	1	EA	
COUPLER - PVC	1-1/4" SLIP	1	EA	
COUPLER - PVC	1-1/2" SLIP	1	EA	
COUPLER - PVC	2" SLIP	1	EA	
COUPLER - PVC	2-1/2" SLIP	1	EA	
COUPLER - PVC	3" SLIP	1	EA	
DRIP VALVE KIT	3/4"	1	EA	
ELL 90 SLIP	1/2"	1	EA	
ELL 90	3/4" S X F	1	EA	
ELL 45 SLIP	1"	1	EA	
ELL 90 SLIP	1"	1	EA	
ELL MARLEX	1/2"	1	EA	
ELL MARLEX	3/4"	1	EA	
ELL 90 SLIP	1-1/4"	1	EA	
ELL 45 SLIP	1-1/2"	1	EA	
ELL 90 SLIP	2"	1	EA	
ELL 45 SLIP	2"	1	EA	
ELL 45 SLIP	2-1/2"	1	EA	
PART DESCRIPTION	SIZE	QTY	UNIT	
ELL 90 THREADED	1-1/2"	1	EA	
EMITTERS	1/2", 1, 2 GAL	1	LF	
FUNNY PIPE		1	FT	
FUNNY TEES INS		1	EA	
MARLEX	1/2"	1	EA	

MARLEX	1"	1	EA	
NIPPLE	1/2" X 6"	1	EA	
NIPPLE	3/4" X 6"	1	EA	
NIPPLE	1" X 6"	1	EA	
NIPPLE	1-1/2" X 6"	1	EA	
NIPPLE	2" X 4"	1	EA	
NOZZLES - RAINBIRD & HUNTER		1	EA	
PINCH CLAMPS	1"	1	EA	
PIPE - POLY DRIP	3/4"	1	EA	
PIPE - PVC LATERAL - CL 200	1/2"	1	EA	
PIPE PVC CL 200	3/4"	1	LF	
PIPE PVC CL 200	1"	1	LF	
PIPE PVC CL 200	1-1/4"	1	LF	
PIPE PVC CL 200	1-1/2"	1	LF	
PIPE PVC CL 200	2"	1	LF	
PIPE PVC SCH 40	3/4"	1	LF	
PIPE PVC SCH 40	1"	1	LF	
PIPE PVC SCH 40	1-1/4"	1	LF	
PIPE PVC SCH 40	1-1/2"	1	LF	
PIPE PVC SCH 40	2"	1	LF	
PIPE PVC SCH 40	3"	1	LF	
PIPE PVC SCH 40	4"	1	LF	
PIPE PVC SCH 40	6"	1	LF	
SLIP FIX	3/4"	1	EA	
SLIP FIX	1"	1	EA	
SLIP FIX	1-1/2"	1	EA	
SLIP FIX	2"	1	EA	
SOLENOID - RAINBIRD		1	EA	
SPAGHETTI TUBING PER LF	3/4"	1	LF	
TEE -PVC	1 X 1 X 1/2" SSF	1	EA	
TEE -PVC	1 X 1 X 3/4" SSF	1	EA	
TEE -PVC	1-1/2" X 1-1/2" X 1/2" SSF	1	EA	
TEE -PVC	2-1/2" X 2-1/2" X 1-1/2" SSF	1	EA	
TEE -PVC	3" X 3" X 1-1/2" SSF	1	EA	
VALVE - SCRUBBER	1"	1	EA	
VALVE - SCRUBBER	1-1/2"	1	EA	
VALVE - SCRUBBER	2"	1	EA	
VALVE BOX W/ LID INSTALLED	10" ROUND	1	EA	
WIRE NUTS		1	EA	

PLANT MATERIAL

DECIDUOUS TREES

Common Name	SIZE	UNIT	UNIT PRICE
American Hornbeam	2.5"	EA	
Autumn Blaze Maple	2.5"	EA	
Autumn Purple Ash	2.5"	EA	
Bur Oak	2.5"	EA	
Columnar English Oak	2.5"	EA	
Deborah Norway Maple	2.5"	EA	
Emerald Luster Norway Maple	2.5"	EA	
English Oak	2.5"	EA	
Greenspire Linden	2.5"	EA	
Hackberry	2"	EA	
Homestead Elm	2.5"	EA	
Horsechestnut	2.5"	EA	
Imperial Honeylocust	2.5"	EA	
Kentucky Coffee Tree	2"	EA	
Lacebark Elm	2"	EA	
Lanceleaf Cottonwood	2.5"	EA	
Prairie Cascade Willow	2.5"	EA	
Northern Red Oak	2.5"	EA	
Patmore Ash	2.5"	EA	
Red Sunset Maple	2.5"	EA	
Redmond Linden	2"	EA	
Royal Red Norway Maple	2.5"	EA	
Shademaster Honeylocust	2.5"	EA	
Shumard Oak	2"	EA	
Skyline Honeylocust	2.5"	EA	
Summit Ash	2.5"	EA	
Swamp White Oak	2.5"	EA	
Western Catalpa	2"	EA	

ORNAMENTAL TREES

Common Name	SIZE	UNIT	UNIT PRICE
Amur Chokeberry	2"	EA	
Amur Maple	6' MULTI	EA	
Autumn Brilliant Serviceberry	6' MULTI	EA	
Autumn Blaze Pear	2"	EA	
Brandywine Crabapple	2"	EA	
Canada Red Cherry	2"	EA	
Chanticleer Pear	2"	EA	
Cockspur Hawthorn	2"	EA	
Golden Rain Tree	2"	EA	

Holmford Pear (New Bradford Variety)	2"	EA	
Japanese Tree Lilac	2"	EA	
Korean Sun Pear	2"	EA	
Montgomery Cherry	2"	EA	
Newport Plum	2"	EA	
Paperback Maple	6' MULTI	EA	
Radiant Crabapple	2"	EA	
Shadblow Serviceberry	6' MULTI	EA	
Shubert Chokecherry	2"	EA	
Snowcloud Crabapple	2"	EA	
Washington Hawthorn	2"	EA	

EVERGREEN TREES

Common Name	SIZE	UNIT	UNIT PRICE
White Fur	8'	EA	
Norway Spruce	8'	EA	
Colorado Spruce	8'	EA	
Colorado Spruce	10'	EA	
Colorado Spruce	12'	EA	
Limber Pine	8'	EA	
Austrian Pine	8'	EA	
Austrian Pine	10'	EA	
Austrian Pine	12'	EA	
Ponderosa Pine	8'	EA	
Ponderosa Pine	10'	EA	
Ponderosa Pine	12'	EA	
Southwestern White Pine	8'	EA	
Eastern White Pine	8'	EA	
Scotch Pine	8'	EA	

BROADLEAF & EVERGREENS

Common Name	SIZE	UNIT	UNIT PRICE
Blue Boy & Blue Girl Holly (Protect)	5GAL	EA	
Compact Inkberry Holly (Protect)	5GAL	EA	
Manzanita- Colorado	5 GAL	EA	
Manzanita Panchito	5GAL	EA	
Manhattan Euonymus (Protect)	5GAL	EA	
Mugo Pine 12"-15"	5GAL	EA	
Oregon Grape Holly (Protect)	5GAL	EA	
Spreading Juniper	5GAL	EA	
Upright Juniper	5GAL	EA	
Upright Juniper	B&B	EA	

LARGE SHRUBS

Common Name	SIZE	UNIT	UNIT PRICE
Alternate-Leaf Butterfly Bush	5GAL	EA	
American Plum	5GAL	EA	
Arrowwood Viburnum	5GAL	EA	
Beauty Bush	5GAL	EA	
Blue Fountain Willow	5GAL	EA	
Burkwood Viburnum	5GAL	EA	
Burning Bush	5GAL	EA	
Butterfly Bush	5GAL	EA	
Canadian Lilac	5GAL	EA	
Cistena Plum	5GAL	EA	
Chokecherry	5GAL	EA	
Cheyenne Mockorange	5GAL	EA	
Columnar Buckthorn	5GAL	EA	
Common Lilac	5GAL	EA	
Common Privet	5GAL	EA	
Doublefire Viburnum	5GAL	EA	
Fine Line Buckthorn	5GAL	EA	
Forsythia	5GAL	EA	
French Hybrid Lilac	5GAL	EA	
Ginella/Amur Maple	5GAL	EA	
Mockorange	5GAL	EA	
Nanking Cherry	5GAL	EA	
Nannyberry Viburnum	5GAL	EA	
Peking Cotoneaster	5GAL	EA	
Redtwig Dogwood	5GAL	EA	
Rocky Mountain Maple	5GAL	EA	
Rose of Sharon	5GAL	EA	
Smoke Tree	5GAL	EA	
Snowball Viburnum	5GAL	EA	
Thin Leaf Alder	5GAL	EA	
Variegated Dogwood	5GAL	EA	

MEDIUM SHRUBS (4'-6' ht.)

Common Name	SIZE	UNIT	UNIT PRICE
Alpine Current	5GAL	EA	
Blue Stem Willow	5GAL	EA	
Dwarf Burning Bush	5GAL	EA	
Dwarf Korean Lilac	5GAL	EA	
Fernbush	5GAL	EA	
Flowering Quince	5GAL	EA	
Greenleaf Barberry	5GAL	EA	
Korean Spice Viburnum	5GAL	EA	
Little Leaf Mockorange	5GAL	EA	
Miss Kim Lilac	5GAL	EA	

Pink Flowing Almond	5GAL	EA	
St. Johns Wort	5GAL	EA	
Shrub Roses	5GAL	EA	
Spreading Cotoneaster	5GAL	EA	
Vanhoutte Spirea	5GAL	EA	
Yellow Flowering Currant	5GAL	EA	

LOW SHRUBS (< 4' height)

Common Name	SIZE	UNIT	UNIT PRICE
Anthony Waterer Spirea	5GAL	EA	
Arnold's Dwarf Forsythia	5GAL	EA	
Blue Mist Spirea	5GAL	EA	
Carol Mackie Daphne	5GAL	EA	
Dwarf European Cranberry	5GAL	EA	
Froebel Spirea	5GAL	EA	
Kelsey Dogwood	5GAL	EA	
Lime Mound Spirea	5GAL	EA	
Little Princess Spirea	5GAL	EA	
Lodense Privet	5GAL	EA	
Pawnee Buttes Sandcherry	5GAL	EA	
Snowmound Spirea	5GAL	EA	
Somerset Daphne	5GAL	EA	
Tiny Trumpet Honeysuckle	5GAL	EA	

VINES

Common Name	SIZE	UNIT	UNIT PRICE
Boston Ivy	1GAL	EA	
Clematis	1GAL	EA	
Climbing Rose	1GAL	EA	
English Ivy	1GAL	EA	
Grape	1GAL	EA	
Hall's Honeysuckle	1GAL	EA	
Silver Lace Vine	1GAL	EA	
Trumpet Vine	1GAL	EA	
Virginia Creeper	1GAL	EA	

GROUND COVERS

Common Name	SIZE	UNIT	UNIT PRICE
Bishop's Weed	1GAL	EA	
Coral Beauty Cotoneaster	1GAL	EA	
English Ivy	1GAL	EA	
False Strawberry	1GAL	EA	
Ground Ivy	1GAL	EA	
Ice Plant	1GAL	EA	
Himalayan Border Jewel	1GAL	EA	

Japanese Spurge	1GAL	EA	
Lily of the Valley	1GAL	EA	
Oregon Grape	1GAL	EA	
Periwinkle	1GAL	EA	
Silver Speedwell	1GAL	EA	
Sweet Woodruff	1GAL	EA	
Thyme	1GAL	EA	
Wintercreeper	1GAL	EA	

PERENNIALS & BULBS

Common Name	SIZE	UNIT	UNIT PRICE
Agastache	1GAL	EA	
Aster	1GAL	EA	
Bearded Iris	1GAL	EA	
Blanket Flower	1GAL	EA	
Blue Salvia	1GAL	EA	
Bluebell	1GAL	EA	
Catmint	1GAL	EA	
Coral Bells	1GAL	EA	
Cranesbill	1GAL	EA	
Cushion Spurge	1GAL	EA	
Daffodil	BULB	EA	
Daylily	1GAL	EA	
Dutch Crocus	BULB	EA	
Dwarf Iris	1GAL	EA	
False Spirea	1GAL	EA	
Flowerless Lamb's Ear	1GAL	EA	
Grape Hyacinth	BULB	EA	
Heart-Leafed Bergenia	1GAL	EA	
Hosta	1GAL	EA	
Husker's Red Penstemon	1GAL	EA	
John's Wort	2GAL	EA	
Lady's Mantle	1GAL	EA	
Lupine	1GAL	EA	
Moonbeam Coreopsis	1GAL	EA	
Myrtle Spurge	1GAL	EA	
Native Bluebells	1GAL	EA	
Peony	2GAL	EA	
Prairie Coneflower	1GAL	EA	
Purple or White Coneflower	1GAL	EA	
Purple Rock Cress	1GAL	EA	
Rocky Mountain Columbine	1GAL	EA	
Oriental Poppy	1GAL	EA	
Sedum	1GAL	EA	
Siberian Iris	1GAL	EA	

ORNAMENTAL GRASSES

Common Name	SIZE	UNIT	UNIT PRICE
Big Blue Stem	1GAL	EA	
Dwarf Fountain Grass	1GAL	EA	
Feather Reed Grass	1GAL	EA	
Fountain Grass	1GAL	EA	
Heavy Metal Switch Grass	1GAL	EA	
Little Blue Stem	1GAL	EA	
Maiden Grass	1GAL	EA	

ANNUALS	SIZE	UNIT	UNIT PRICE
Jumbo Pack	FLAT	EA	
Premium 4" Pot	4"	EA	
Standard 1804	FLAT	EA	

2017 PAYMENT SCHEDULE

MONTH		%	CLASS 1	CLASS 2	CLASS 3	CLASS 5	OPEN SPACE
JANUARY		3%					
FEBRUARY		3%					
MARCH		5%					
APRIL		11%					
MAY		11%					
JUNE		11%					
JULY		11%					
AUGUST		11%					
SEPTEMBER		11%					
OCTOBER		11%					
NOVEMBER		9%					
DECEMBER		3%					
TOTAL		100%					

TOTAL ACROSS ALL CLASSES:

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2016, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

C. BIDDER'S QUALIFICATION STATEMENT

A Statement showing the qualifications of Bidder shall be a prerequisite to the Bidder being awarded the Contract. The qualification statement is intended to assure the Town that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted with the Bid. The qualification statement will be reviewed by the Town after all Bids have been received and opened and prior to award.

The Bidder shall answer and furnish the following items for review:

1. Name of Bidder. _____
2. Permanent address and phone number of Bidder. _____

3. Date company was organized. _____
4. If a corporation, where incorporated. _____
5. Number of years engaged in contracting business under present firm or trade name. _____

6. Certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company.
7. List of current jobs new under contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary). _____

8. List of projects of this size and complexity completed within the last three (3) years along with contract amount, client's name and address. _____

9. Have you ever failed to complete any work awarded to you? If so, when, where, and why? _____

D. SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's

officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that

fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2016, by _____ as _____
of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH ILLEGAL ALIENS**
(FOR SERVICES CONTRACTS ONLY)

FROM: _____
(Prospective Contractor)

TO: Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Project Name _____

As a prospective contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security.

Executed this _____ day of _____, 2016

Prospective Contractor _____

By: _____

Its: _____
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

DEPARTMENT PROGRAM AFFIDAVIT

*[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]*

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

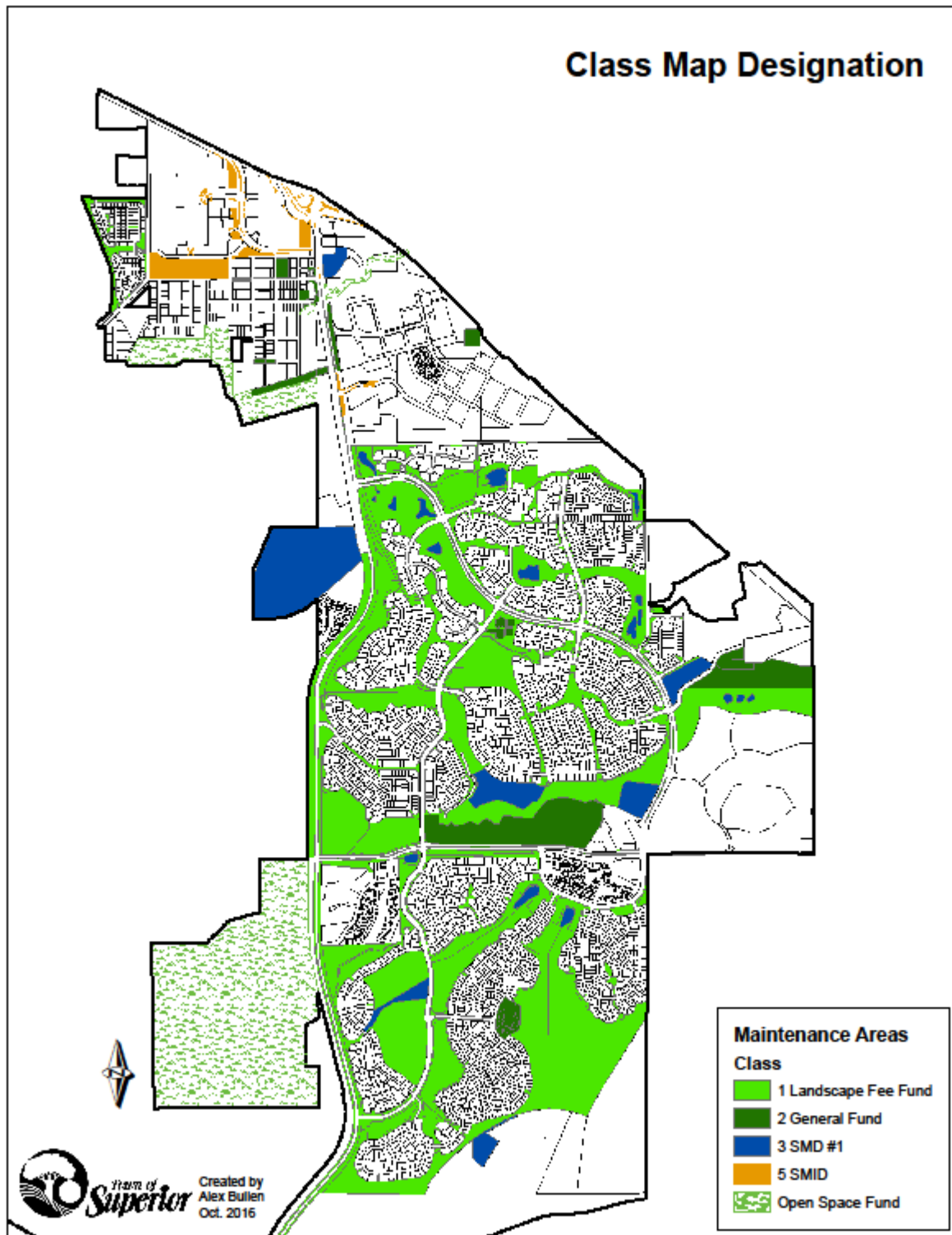
The foregoing instrument was subscribed, sworn to and acknowledged before me this
 ___ day of _____, 2016, by _____ as _____ of
 _____.

My commission expires:

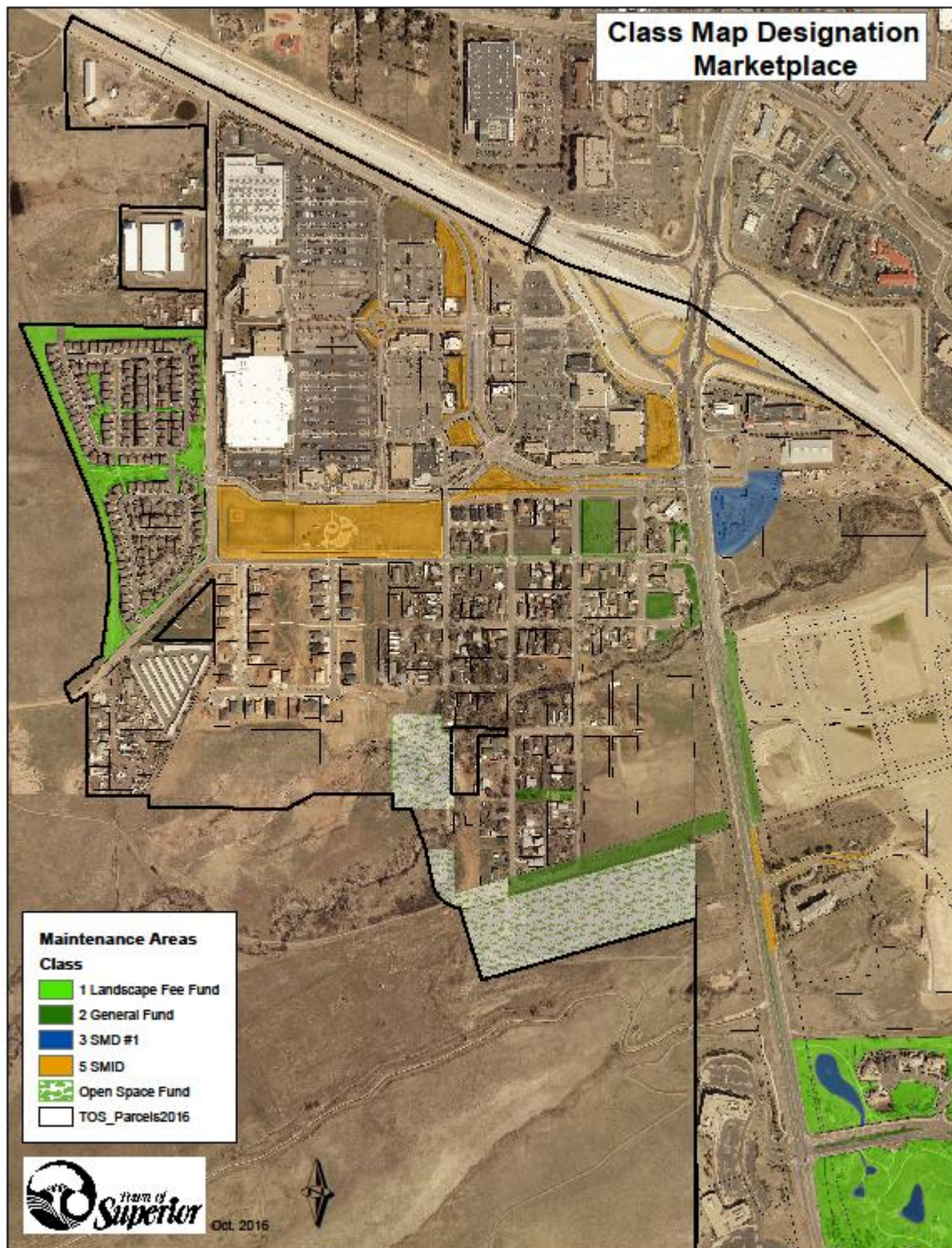
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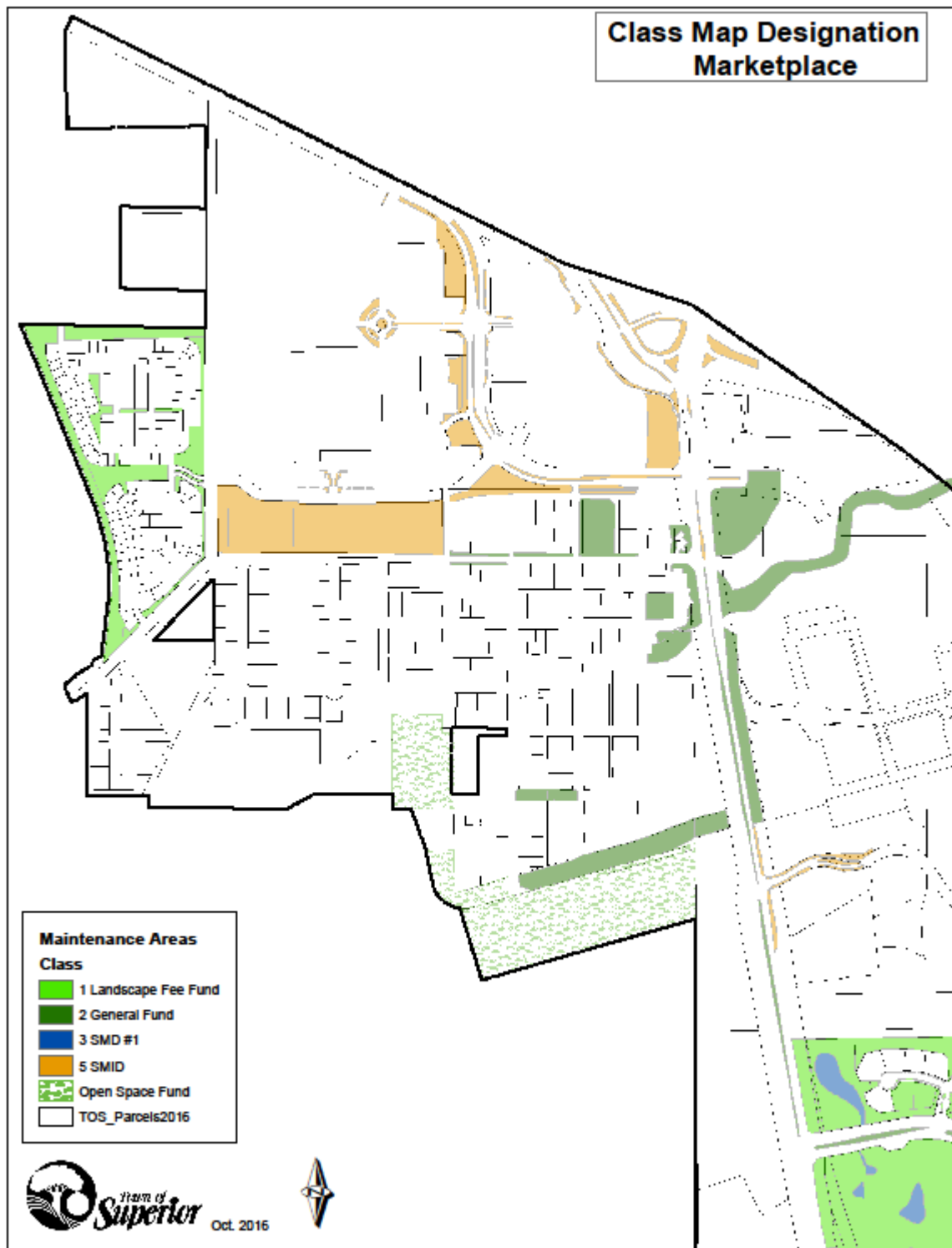
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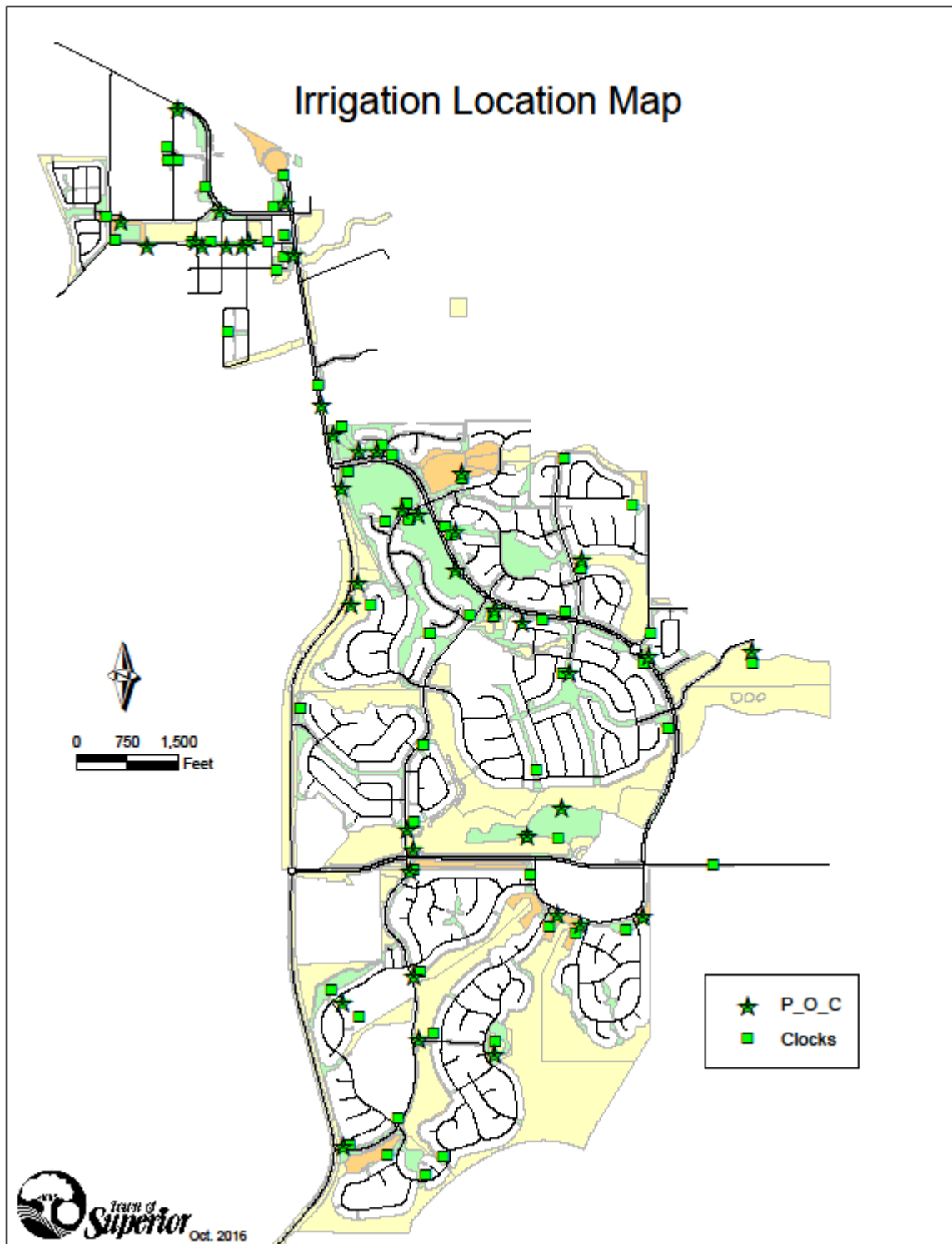
ATTACHMENTS
MAPS



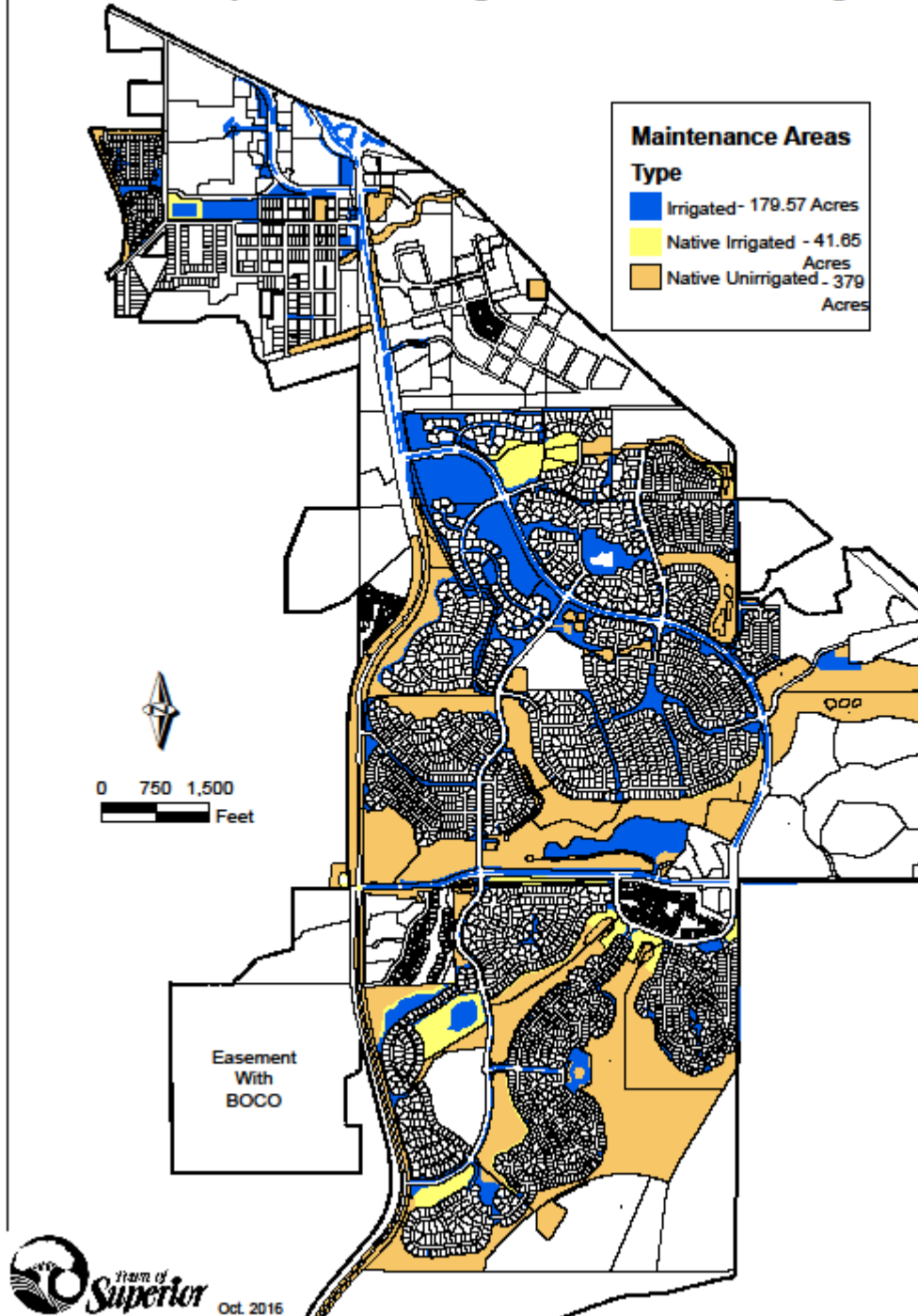


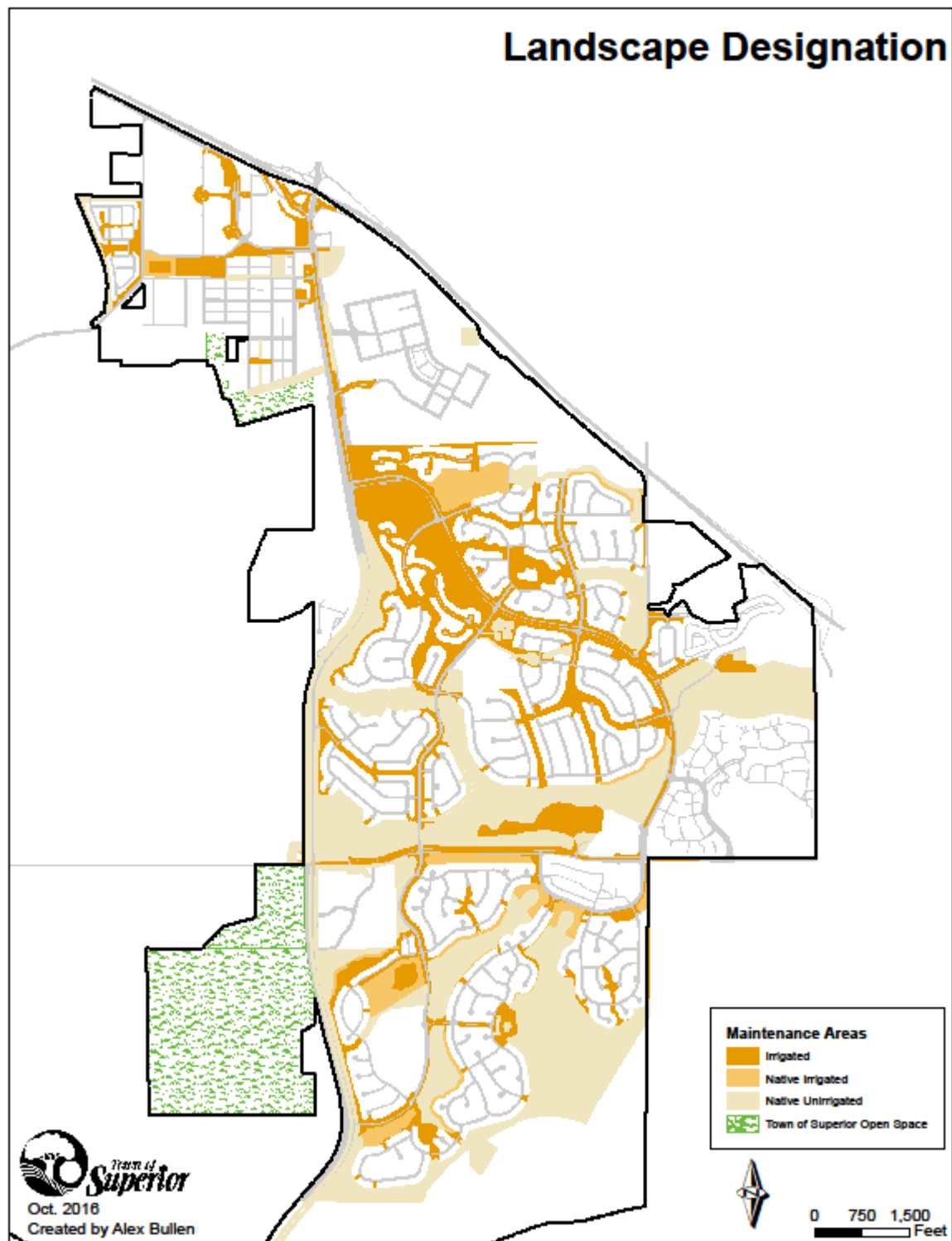


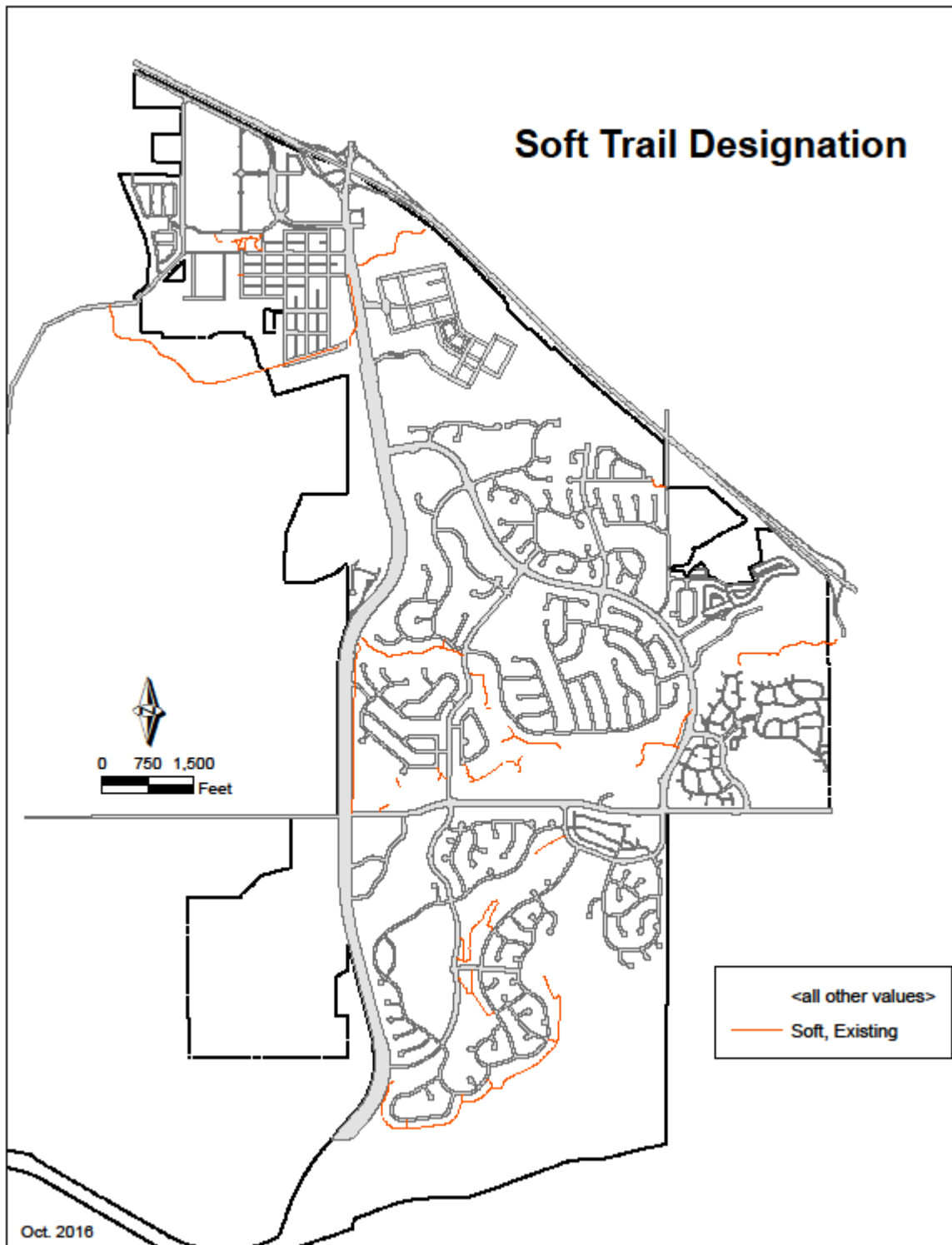


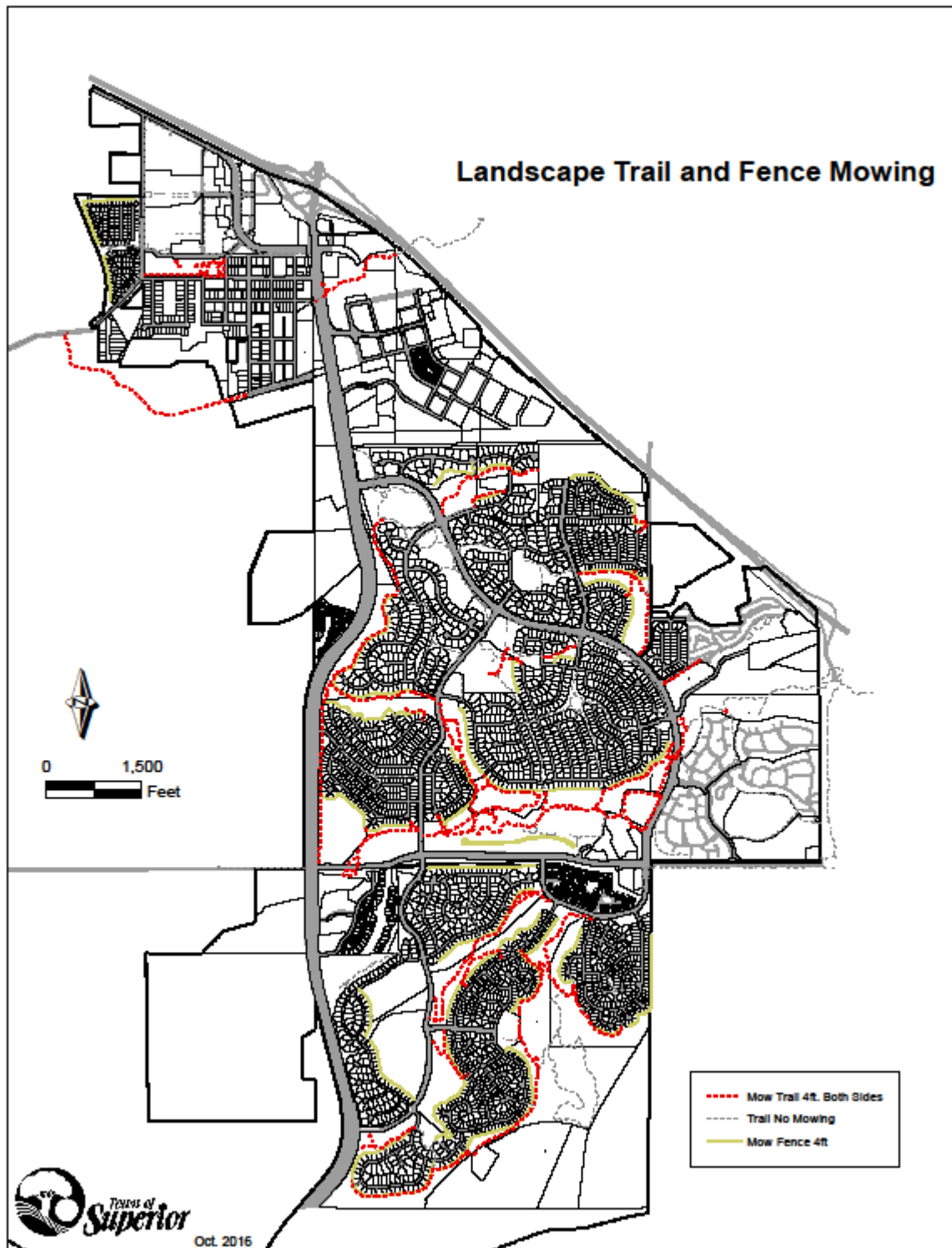


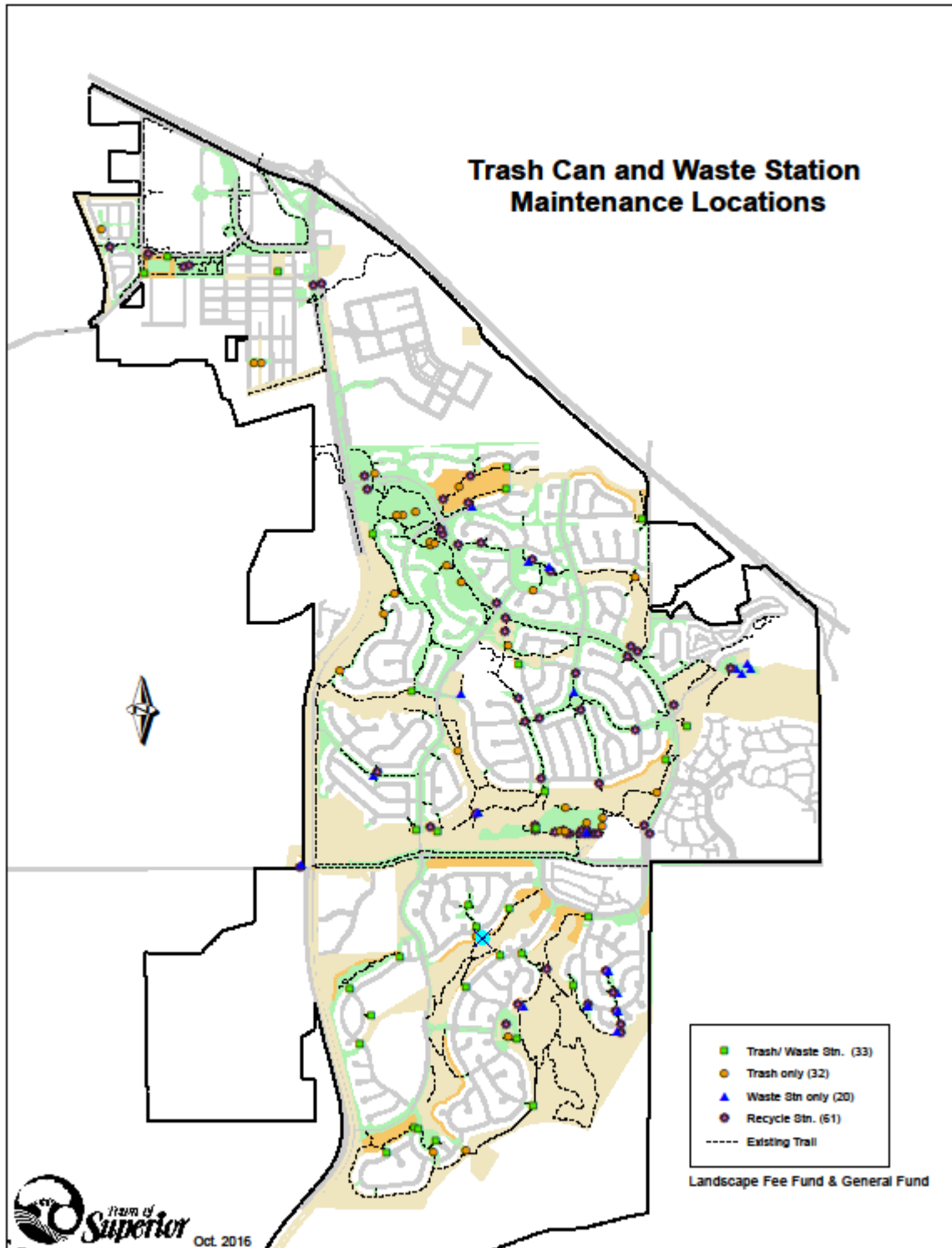
Landscape Fee Fund Irrigated Vs. Native Vs. Irrigated Native

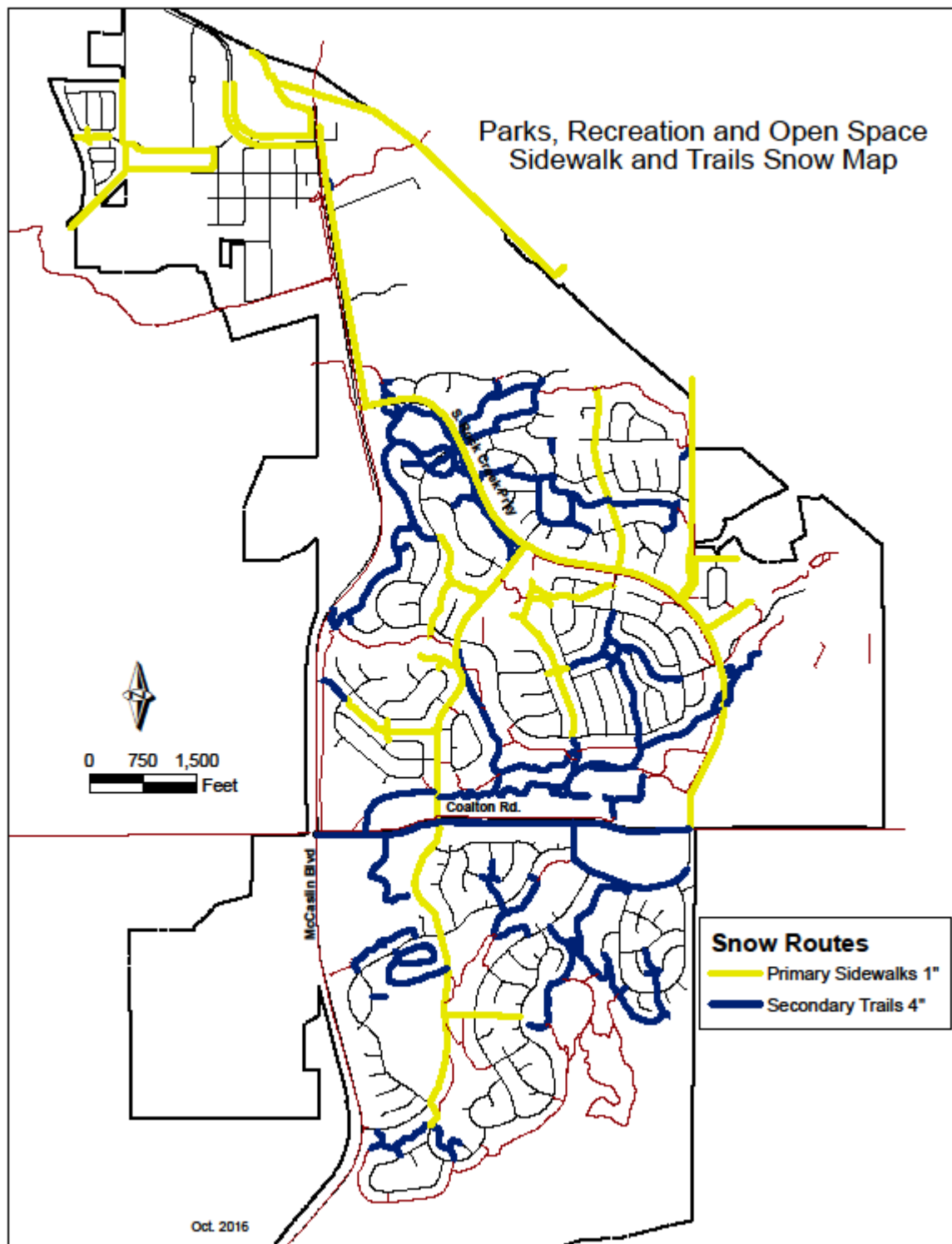












Town of Superior Flower Bed Locations

The map displays the Town of Superior, with a detailed view of the town center and a smaller inset map of the entire town. Yellow stars indicate the locations of flower beds. The map shows various streets, including Highway 36, and landmarks such as the Superior Landmark and the Superior Public Library. The inset map shows the town's location relative to the surrounding area.